

**INTERLOCAL AGREEMENT
FOR GOVERNOR’S WATER CONSERVATION TEAM
MEDIA CAMPAIGN**

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2020 (“Effective Date”), pursuant to the authority granted in Utah Code Ann. 11-13-101 *et. seq.* by and among the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“CUWCD”), **JORDAN VALLEY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“JWCD”), **METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY**, a political subdivision of the State of Utah (“MWDSL”), **UTAH DIVISION OF WATER RESOURCES**, an agency of the State of Utah (“UDWR”), **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“WBWCD”), **WASHINGTON COUNTY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“WCWCD”), **CACHE WATER DISTRICT**, a political subdivision of the State of Utah (“CWD”), and **BEAR RIVER WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“BRWCD”), hereafter individually referred to as a “Party” or collectively referred to as the “Parties”.

RECITALS

A. WHEREAS, the Utah State Legislature has expressly declared that the conservation and development of water is essential for the public benefit and advantage of the people of the state of Utah [Utah Water Conservancy Act, 17B-2a-1001 *et seq.*, Utah Code Ann., 1990 (Supp. 2019)]; and,

B. WHEREAS, wise use of water and water conservation are critical to an assured and sustained water supply for this State, its economy and its residents; and,

C. WHEREAS, the State of Utah and various public water agencies desire to promote wise use of water and water conservation in Utah; and,

D. WHEREAS, the media has proven to be an effective tool in promoting wise use of water and water conservation; and,

E. WHEREAS, the Utah Legislature has provided that local political subdivisions may, at the discretion of the local governing body, by ordinance, resolution or interlocal agreement, share their tax and other revenues with other counties, cities, towns, or local political subdivisions [Utah Code Ann. (Supp. 2019) §11-13-101 et seq., (the “Act”); and,

F. WHEREAS, the Parties were established pursuant to statute to, among other things, acquire, develop, and conserve water resources identified as necessary to accomplish the respective purposes of the Parties; and,

G. WHEREAS, the Parties have been requested to provide certain funding to a common Water Conservation Media Campaign (“Media Campaign”) designed to promote wise use of water and water conservation on a state-wide basis in coordination with the separate and more local efforts of the Parties individually; and,

H. WHEREAS, the Parties have each concluded that the contribution of funds and retaining a Media Consultant (“Consultant”) in furtherance of the stated objectives is consistent with their authority and their respective missions, and each Party has specifically found and determined:

(i) that the contribution is specifically for and in support of the Media Campaign, to promote the wise and efficient use of water and water conservation on a state-wide basis, is a long-term benefit of the State, its citizens, and those who are served by the respective Parties; and,

(ii) that the contribution is in furtherance of the purposes and policies for which the Parties were respectively created by law; and,

(iii) that there are benefits to the Parties in return for the contribution resulting from the Media Campaign.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above Recitals are incorporated into this Agreement and made a part hereof as though expressly and fully stated herein.

2. Additional Parties. Upon the super majority (2/3rds) vote of the Parties, additional parties may be added to this Agreement and they shall participate in funding obligations and other responsibilities as outlined in this Agreement.

3. Ex-officio Members. Upon the super majority (2/3rds) vote of the Parties, public or private entities interested in wise water use and water conservation may be invited to participate in deliberations with the Parties. Such participation shall be in a non-voting status.

4. Media Campaign.

(a) The scope of the Media Campaign shall be defined annually by the Parties in consultation with the Consultant and shall be limited to television, radio, print and electronic media, which is designed to promote a long term water conservation ethic and achieve water conservation results within the State of Utah.

(b) The primary focus of the Media Campaign shall be to produce the most broadest coverage and exposure possible.

(c) Media Campaign materials shall be developed at a frequency to be determined by the Parties.

(d) The Media Campaign shall be designed and implemented to provide conservation messaging to the public on a calendar-year basis (in order to coincide with seasonal hydrologic conditions).

(e) The scope or general direction of the Media Campaign for each calendar year shall be finalized by the Parties, in consultation with the Consultant, no later than March 1 of that year.

5. Oversight.

(a) The Parties hereby designate and authorize UDWR, and UDWR hereby agrees, to be the “Lead Agency” for the Media Campaign.

(b) The Lead Agency shall collect and administer funds, chair meetings, enter into contractual relationships with consultants, and perform related activities for the Media Campaign as further detailed below.

(c) Each Party shall identify one person as its representative for meetings, activities, and other matters associated with the Media Campaign.

(d) Each Party shall have one vote.

(e) The Parties shall coordinate the direction and scope of the Media Campaign.

(f) The Lead Agency shall obtain the approval of a super majority (2/3rds) of the Parties prior to issuing any requests for proposals, bids, annual implementation plans, or similar activities. The Lead Agency shall be the “administrator” as that term is used in Utah Code Ann. 11-13-(1)(a). The Lead Agency shall hold personal property, if any, acquired as a part of the cooperative activities described in this Agreement, and, at termination of this Agreement, shall dispose of such property as a super majority (2/3rds) of the Parties shall agree.

6. Consultant

(a) No later than December 31, 2019, and at least once every five (5) years, thereafter, the Lead Agency shall request proposals from qualified public relations or media firms (referred to herein as “Consultant”).

(b) The Parties shall have the opportunity and responsibility to participate in the selection process by their designated representatives.

(c) The Lead Agency shall be the contracting agency with the Consultant and will provide contract management and oversight.

(d) The Lead Agency shall provide to the Parties an annual accounting of funding and expenditures.

7. Funding.

(a) Unless the Parties otherwise agree by a super majority (2/3rds) vote, the funding level to implement the Media Campaign shall be an annual amount of \$300,000. No individual Party shall be required to incur any expense in excess of its contribution described in attached Exhibit A.

(b) The Parties shall share the annual cost of the Media Campaign. Cost sharing amounts shall be allocated generally on the basis of population served or represented. Unless the Parties otherwise agree by a super majority (2/3rds) vote, they shall share the annual cost of the Media Campaign as set forth in attached Exhibit A. Ex-officio Members will not be required to share in the annual cost of the Media Campaign.

(c) Payment of funds for each year’s Media Campaign shall be made to the Lead Agency prior to March 15 of each year.

(d) The Lead Agency shall make efforts to utilize the entire annual amount for a given calendar year.

(e) The Lead Agency shall manage funds for the Media Campaign in an interest bearing account with interest earnings accruing to the Media Campaign.

(g) Unless the Parties otherwise agree by a super majority (2/3rds) vote, any funding that is left unspent will be retained or credited to the Parties on a pro-rata basis at the end of each calendar year.

8. Intellectual Property.

(a) JWWCD owns the rights to the “Slow the Flow” slogan and associated logo (as more clearly depicted on attached Exhibit “B”; the “Marks”) and it hereby gives permission to the Parties to use the Marks without cost for all activities associated with the Media Campaign or other water conservation activities of the Parties, collectively or individually, as authorized by this Agreement. JWWCD also hereby gives permission to the Parties to use, without cost, all existing Media Campaign materials and advertisements bearing the Marks. The Marks shall not be modified or altered in any way and the Marks, Media Campaign Materials and advertisements shall be used only for the purpose of the Media Campaign authorized by this Agreement and to advance the water conservation efforts and activities of the Parties, collectively or individually. Unless the Parties otherwise agree by a super majority (2/3rds) vote, additional slogans and/or logos may be used by the Parties in the Media Campaign.

(b) It is the intention of the Parties to use the Marks in the Media Campaign.

(c) Ex-officio Members desiring to utilize the Marks or existing Media Campaign materials and advertisements bearing the Marks will be required to make separate arrangements with JWWCD.

(d) Any Party that terminates its involvement in this Agreement shall have the right to utilize Media Campaign materials and advertisements developed during the period that they were a Party to this Agreement, provided that the Party paid completely its cost sharing amount for those Media Campaign materials and advertisements, and provided that logos, slogans or other trademarks developed as a part of this Agreement shall not be modified or altered in any way and shall be used only to advance the individual water conservation efforts and activities of Parties, collectively or individually. Prior to using such Media Campaign advertisements, the withdrawing party shall first consult with the Lead Agency and shall pay any talent fees associated with such use.

9. Points of Contact.

(a) All notices and other communications required or otherwise allowed by this Agreement shall be given to the Parties as follows:

Mr. Gene Shawcroft, P.E. General Manager Central Utah Water Conservancy District 1426 East 750 North Orem UT 84097 (801) 226-7120 Telephone (801) 226-7107 Facsimile	Mr. Michael J. DeVries General Manager Metropolitan Water District of Salt Lake & Sandy 3430 East Danish Road Sandy UT 84093 (801) 942-9662 Telephone (801) 942-3674 Facsimile	Mr. Zachary Renstrom General Manager Washington County Water Conservancy District 136 North 100 East St. George UT 84770 (435) 673-3617 Telephone (435) 673-4971 Facsimile
Mr. Tage I. Flint, P.E. General Manager Weber Basin Water Conservancy District 2837 East Highway 193 Layton UT 84040-7199 (801) 771-1677 Telephone (801) 544-0103 Facsimile	Mr. Todd D. Adams, P.E. Director Utah Division of Water Resources P.O. Box 146201 Salt Lake City UT 84114-6201 (801) 538-7230 Telephone (801) 538-7279 Facsimile	Mr. Bart Forsyth, P.E. General Manager/CEO Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan UT 84088-0070 (801) 565-4300 Telephone (801) 565-4399 Facsimile
Mr. Nathan Daus, General Manager Cache Water District 199 Main St Logan UT 84321 (435)512-0832	Mr. Carl Mackley, P.E. General Manager Bear River Water Conservancy District 102 West Forest Street Brigham City Utah 84302 (435)723-7034	

(b) All notices or communications shall be given by (i) hand delivery; (ii) email; (iii) facsimile; (iv) or United States mail sent “return receipt requested.” Each notice or communication shall be effective upon receipt.

10. Term.

(a) The term of this Agreement is five (5) years, beginning on the Effective Date.

(b) The term can be extended for additional five (5) year periods upon the agreement of the Parties.

(c) Funding commitment is ongoing, but it will be subject to appropriations by each Parties' governing body.

(d) Any Party to this Agreement may terminate its participation by giving notice twelve (12) months in advance.

11. Assignment. No Party shall assign its interest in this Agreement without the prior written consent of each other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

12. Resolution Adopted. Resolutions have been adopted by each party's Board of Trustees authorizing each Party to enter into this Agreement.

13. Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the Parties, and it supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

14. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

15. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

16. Inducement. The making and execution of this Agreement have not been induced by any representation, Statement, warranty, or agreement other than those herein expressed.

17. Business Relationship. This Agreement does not create any agency relationship, partnership, joint venture, or any other form of business relationship among the Parties. This Agreement is limited solely to the purposes and interests expressed herein.

18. Representation of Authority. Each individual executing this Agreement hereby represents that he/she has the requisite authority to execute this Agreement on behalf of their respective Party and that their respective Party has agreed to be and is bound hereby.

19. No Third Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party.

20. Filing of Agreement. Each Party shall file a copy of this Agreement with the keeper of its records.

<p>CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Gene Shawcroft Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>	<p>METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a political subdivision of the State of Utah</p> <p>By: _____ Michael J. DeVries Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>
<p>WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Zachary Renstrom Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>	<p>WEBER BASIN WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Tage I. Flint Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>
<p>UTAH DIVISION OF WATER RESOURCES, An agency of the State of Utah</p> <p>By: _____ Todd D. Adams Its Director</p> <p>Approved: _____ Its Authorized Attorney</p>	<p>JORDAN VALLEY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Bart Forsyth Its General Manager/CEO</p> <p>Approved: _____ Its Authorized Attorney</p>
<p>CACHE WATER DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Nathan Daus Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>	<p>BOX ELDERBEAR RIVER WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah</p> <p>By: _____ Carl Mackley Its General Manager</p> <p>Approved: _____ Its Authorized Attorney</p>

Exhibit A

Interlocal Agreement for Governor's Water Conservation Team Media Campaign										
Last update: February 4, 2020										
Scenario Four: Population with CUWCD and State populations modified and UDWR fixed at \$75,000 and BRWCD fixed at \$4300.										
Entity	Population	% of Total	Population	% of Total	Funding Contribution	Funding (Rounded)	% of Total	Does not include Salt Lake County		
CUWCD	719,478	24.00%	719,478	26.45%	\$58,383	\$58,400	19.46%			
WBWCD	629,186	20.99%	629,186	23.13%	\$51,056	\$51,000	17.02%			
MMWDSIS	448,807	14.97%	448,807	16.50%	\$36,419	\$36,400	12.14%			
JVWCD	645,844	21.55%	645,844	23.75%	\$52,408	\$52,400	17.47%			
WCWCD	154,602	5.16%	154,602	5.68%	\$12,545	\$12,500	4.18%			
BRWCD	52,971	1.77%	N/A	Fixed	\$4,300	\$4,300	1.43%			
CWD	121,855	4.07%	121,855	4.48%	\$9,888	\$10,000	3.30%			
Division of	224,545	7.49%	N/A	Fixed	\$75,000	\$75,000	25.00%	Reflects population not covered by agencies listed above.		
Total	2,997,404	100.00%	2,719,772	100.00%	\$300,000	\$300,000	100.00%			

Exhibit B

